

32743 BOOK 92

**MORTGAGE-Standard Form.**

F. J. BOYLES, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture.

Made this 9th day of July

A. D. 19 47, between William M. Murphy and his wife, Susie M. Murphy and  
John William Archie Murphy and his wife, Margie Murphy

of Lawrence, in the County of Douglas and State of Kansas  
of the first part, and **The Douglas County Building and Loan Association** of the second part.

Witnesseth, That the said party ies of the first part, in consideration of the sum of Five Hundred and no/100----- DOLLARS to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain, sell and Mortgage to the said party of the second part, its heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

Lot No. Twenty Seven (27) and the North Half of Lot No. Twenty Six (26), all in Addition No. Five (5), in that part of the City of Lawrence, formerly known as North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

This grant is intended as a mortgage to secure the payment of Five Hundred and no/100-----  
Dollars, according to the terms of one certain note this day executed and delivered by the said  
parties of the first part

to the said party of the second part

specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part, its heirs and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part, their

In Witness Whereof, The said part ies of the first part ha ve hereunto set their  
hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

STATE OF KANSAS

Douglas

County.

Be It Remembered, That on this 1<sup>st</sup> day of July A.D. 1947  
before me the undersigned, a Notary Public

before me, \_\_\_\_\_, in and for said County and State, came William M. Murphy and his wife, Susie M. Murphy and John William Archie Murphy and his wife, Margie Murphy to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires December 31, 1948 Paul Emich Notary Public.

Recorded July 10, 1947 at 1:35 P.M.